

EXHIBIT D

Account No.

Document No.

W1643885

INSTALLMENT LOAN CONTRACT

| | | |
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| Borrower Name & Address: rosetta jaisingh 87-55 123rd street Jamaica, NY 11418 | Lender: Synchrony Bank 170 Election Road Suite 125 Draper, UT 84020-6425 | Service Center's Address: INSTALLMENT/SYF 1350 Old Bayshore Hwy #200 Burlingame, CA 94010 |
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1. CONTRACT. This contract ("Contract") sets forth the terms of your loan (the "Loan"). Read this Contract before you accept the terms. This Contract governs your obligations to repay the Loan described below. The Loan is made to finance the purchase of certain goods (the "Goods"). You agree that the terms of this Contract are shown on multiple pages. You also agree that the data and the numerical amounts shown below accurately reflect the details of your purchase and our Contract.

2. PARTIES. The parties to this Contract are the Borrower named above ("Borrower") and Synchrony Bank. In this Contract, "you," "your," "consumer" and "customer" mean Borrower and "we," "us" and "our" mean Synchrony Bank, its successors and each assignee or holder of this Contract. You agree to this Contract by signing below. We agree by funding your Loan, but agree to the Arbitration Provision, whether or not we fund your Loan.

3. PROMISE TO PAY. You promise to pay us \$ 4,500.00, along with simple interest at an interest rate of 29.99% and all other charges provided for under this Contract. Payments will be made in accordance with the Payment Schedule shown in Section 4 and/or in your welcome letter. Interest is charged from the date the seller of the Goods (the "Seller") processes the sale (the "Processing Date") through the date of payment in full. The final payment due under this Contract will be for all remaining amounts, including principal, interest and other accrued charges outstanding and unpaid.

4. TRUTH IN LENDING ACT DISCLOSURES:

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| ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate | 29.99% |
| FINANCE CHARGE The dollar amount the credit will cost you | \$ 2,376.36 |
| Amount Financed. The amount of credit provided to you or on your behalf | \$ 4,500.00 |
| Total of Payments. The amount you will have paid when you have made all payments as scheduled | \$ 6,876.36 |
| Payment Schedule: Your payment schedule will be: \$ <u>191.01</u> /month for <u>36</u> months, beginning <u>09/09/2023</u> (e) | |
| Prepayment: There is no penalty or fee for prepayment of this Loan in whole or in part. Late Fee: If a scheduled payment is not paid in full within five days after its scheduled due date, you will be charged a late fee of \$25 but no more than the scheduled payment amount. Other Terms: See the applicable sections of this Contract for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds. (e) means estimate. The exact date of the first payment will be provided in your welcome letter. | |

5. ITEMIZATION OF AMOUNT FINANCED:

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|---|-------------|
| 1. Gross amount (including sales tax of \$ <u>0.00</u>) due <u>New York Family Dentistry - Lincoln</u> ("Seller") for the Goods and any related warranties | \$ 4,500.00 |
| 2. To State of Florida for Documentary Stamp Tax | \$ 0.00 |
| 3. Less down payment | \$ 0.00 |
| 4. Amount Financed (1+2-3) | \$ 4,500.00 |

FLORIDA RESIDENTS: Florida documentary stamp tax required by law in the amount of \$ N/A has been paid or will be paid directly to the Department of Revenue. Certificate of Registration No. 78-80129528699.

FINANCING PLAN:
Standard

6. LATE FEE; RETURNED PAYMENT CHARGE: If a scheduled payment is not paid in full within five days after its scheduled due date, you will be charged a late fee of \$25 but no more than the scheduled payment amount. We may impose a Returned Payment Charge of \$25.00 if any payment or electronic payment authorization you provide us in payment on your Loan is not honored, returned unpaid or cannot be processed for any reason.

7. PAYMENTS; DISPUTED AMOUNTS. All monthly payments must be made electronically or to the address we provide you. If we accept any monthly payment after the due date, this will not affect the due dates of any other amounts due under this Contract, nor will it act as an extension of time for payments of any amounts then remaining unpaid. It will also not modify any of our rights under this Contract. We reserve the right to select the method by which payments and credits are allocated to your Loan in our sole discretion.

Without losing any of our rights under this Contract, we may accept partial payments without prejudice to our rights, even if you indicate that such payments represent payment in full of your Loan.

8. DEFAULT AND ACCELERATION; COLLECTION COSTS. Subject to any restrictions under applicable law, you can and will be in default if you (i) fail to pay any monthly payment when due; (ii) break any other term of this Contract; (iii) become the subject of bankruptcy or insolvency proceedings; or (iv) provide false information related to this credit transaction. Upon default or upon your death, besides collecting any charges under Section 6, we may, subject to applicable law, including any applicable notice and right to cure requirements: (a) accelerate payment of the entire balance; (b) bring a collection action; (c) recover our reasonable attorneys' fees and costs if this Contract is referred for collection to an attorney who is not our salaried employee; and (d) recover additional costs of collection, including, without limitation, court costs.

9. CREDIT REPORTS AND LOAN INFORMATION. You authorize us to obtain your credit reports to investigate your credit record at the time of your application and from time to time thereafter until the Loan is paid in full. Upon your request, you will be informed of whether or not a consumer credit report was ordered, and if it was, you will be given the name and address of the consumer reporting agency that furnished the report. You also authorize us to verify your credit, employment and income references and to obtain any other information we think necessary in connection with your application and the periodic review of the Loan. You agree that we may use the credit reports and other information for other purposes, including considering you for additional products and services that are offered by us or one of our affiliates. **We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your Loan may be reflected in your credit report.**

If you believe that we have information about you that is inaccurate or that we have reported or may report inaccurate information about you to a consumer reporting agency, please contact us at the following address INSTALLMENT FINANCING/SYF, 1350 Old Bayshore Hwy #200, Burlingame, CA 94010. In so doing, please identify the specific information and tell us why you believe it is inaccurate. If you have a copy of the credit report that includes the information you believe is inaccurate, please send a copy of that report to us when you contact us.

10. USE OF INFORMATION ABOUT YOU AND YOUR LOAN/CONSENT TO COMMUNICATIONS/ADDRESS AND PHONE CHANGE:

Subject to applicable law and the terms of the privacy notice we provide you, you authorize and direct us to furnish information about you and your Loan to Seller and its affiliates, franchisors and program sponsors, for use in connection with this Loan, including to create and update their customer records, to assist them in better serving you, and to provide you with special promotions. In addition, you expressly consent to us, as well as any other owner or servicer of your Loan, contacting you through any channel of communication and for any purpose, as permitted by applicable law. For all informational, servicing, fraud or collection related communications, you expressly consent and authorize us, our representatives, affiliates, agents and service providers to contact you on your land line(s), cellular telephone(s) and wireless telephone(s) using any telephone number you provide to us, in your Loan application or otherwise, now or in the future, or any telephone number you have previously provided to us, or any of our representatives, affiliates or service providers, and to use an auto dialer, provide pre-recorded messages, and send text messages or other electronic messages. Text frequency may vary and may be recurring. This consent applies even if you are charged for the call or text under your plan, and you (not we) are responsible for any charges that may be billed to you by your communications carrier when we contact you. You promise that any telephone number that you provide to us belongs to you and/or that you have authority to agree to this communications consent. You will tell us right away if you change your address or any phone number or if you are no longer the subscriber or primary user of any phone whose number you have provided. Message and data rates may vary. We are not liable for delayed or undelivered messages. If you have questions, please call 1-(800) 644-8494.

11. ARBITRATION PROVISION.

PLEASE READ THIS ARBITRATION PROVISION CAREFULLY. UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT OR YOU REJECT IT, THIS ARBITRATION PROVISION WILL APPLY TO YOUR LOAN AND THIS CONTRACT, AND MOST DISPUTES BETWEEN YOU AND US WILL BE SUBJECT TO INDIVIDUAL ARBITRATION. THIS MEANS THAT: (1) NEITHER A COURT NOR A JURY WILL RESOLVE ANY SUCH DISPUTE; (2) YOU WILL NOT BE ABLE TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING; (3) LESS INFORMATION WILL BE AVAILABLE; AND (4) APPEAL RIGHTS WILL BE LIMITED.

- (a) **CLAIMS AND PARTIES.** If either you or we make a demand for arbitration, you and we must individually arbitrate any dispute or claim between you and us (including our parents, affiliates, agents, employees, officers, and assignees) that directly or indirectly arises from or relates to the Loan, this Contract, the Goods or our relationship, except as noted below. In addition, the Seller and/or any assignee, agent, or service provider of ours is subject to this Arbitration Provision. This Arbitration Provision does not apply if you are a Covered Borrower protected by the Military Lending Act.
- (b) **COVERED CLAIMS.** This Arbitration section broadly covers claims based upon contract, tort, consumer rights, fraud and other intentional torts, negligence, constitution, statute, regulation, ordinance, common law and equity, and claims for money damages and injunctive or declaratory relief, even if such claims arose before this Arbitration Provision took effect. You may not sell, assign or transfer a claim.
- (c) **EXAMPLES OF COVERED CLAIMS.** Examples of claims subject to arbitration are disputes about prices, fees, charges or interest, the events leading up to this Contract (such as any disclosures, advertisements, promotions or oral or written statements, warranties or representations made by us or the Seller), any product or service provided by us, the Seller or third parties in connection with the Goods or this Contract, credit reporting, our disclosure, use or failure to protect your information, the collection of amounts due by us, our assignees, service providers, or agents and the manner of collection.
- (d) **SMALL CLAIMS; NO IMPLIED WAIVER.** We will not require you to arbitrate any individual case in small claims court or your state's equivalent court, so long as it remains an individual case in that court. Also, even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in any related or unrelated lawsuit, including modifying an individual claim to assert a class, representative or multi-party claim. Arbitration may be requested at any time, even where there is a pending lawsuit, unless (i) a trial has begun and the party opposing arbitration does not assert a new claim after the commencement of trial or (ii) a final judgment has been entered.
- (e) **DECISIONS FOR COURT ONLY.** Only a court will decide disputes about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof. However, any dispute that concerns the validity or enforceability of the Contract as a whole is for the arbitrator to decide.
- (f) **NO CLASS ACTIONS.** IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT (A) TO PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER, OR (B) TO JOIN OR CONSOLIDATE CLAIMS WITH CLAIMS OF ANY OTHER PERSONS. THUS, YOU MAY NOT BRING CLAIMS AGAINST US ON BEHALF OF ANY INDIVIDUAL WHO IS NOT A BORROWER ON YOUR LOAN.
- (g) **INITIATION OF ARBITRATION.** The party who wants to arbitrate must give the other party a written arbitration demand. This demand can be given after the beginning of a lawsuit or in papers filed in the lawsuit. Otherwise, your demand must be sent to Synchrony Bank, Legal Operation, P.O. Box 29110, Shawnee Mission, KS 66201-5320, ATTN: ARBITRATION DEMAND. The party seeking arbitration must select either the American Arbitration Association (AAA), 120 Broadway, Floor 21, New York, NY 10271, www.adr.org, or JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, www.jamsadr.com, to administer the arbitration. If neither administrator can handle the dispute, a court with jurisdiction will appoint an arbitrator.
- (h) **ARBITRATOR; APPLICABLE LAW.** The arbitration administrator will appoint the arbitrator and will tell the parties what to do next. The arbitrator must be a lawyer with at least ten years of legal experience. The arbitrator must apply the same law, consistent with the Federal Arbitration Act (FAA), that would apply to an individual action in court, but may use different procedural rules. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court.
- (i) **AVAILABLE REMEDIES.** The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The parties will bear the fees and costs of their attorneys, witnesses and

experts. However, the arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the Agreement, the administrator's rules or applicable law.

- (j) **LOCATION; FEES.** The arbitration will take place by phone or at a location reasonably convenient to you. If you ask, we will pay all the fees the administrator or arbitrator charges if you cannot obtain a waiver of fees from the administrator and are acting in good faith. We will always pay arbitration costs required by the administrator's rules or that are necessary for this Arbitration Provision to be enforced.
- (k) **FAA; EFFECT OF AWARD.** This Arbitration Provision is governed by the FAA. Utah law shall apply to the extent state law is relevant under the FAA, unless otherwise stated herein. The arbitrator's award will be final and binding, except for any appeal right under the FAA. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case except to enforce the award.
- (l) **SURVIVAL.** This Arbitration section shall survive the repayment of all amounts owed, any legal proceeding, and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. If this Arbitration Provision conflicts with the applicable arbitration rules or the other provisions of this Contract, this Arbitration Provision shall govern.
- (m) **SEVERABILITY.** If any portion of this Arbitration Provision is held to be invalid or unenforceable, the remaining portions shall nevertheless remain in force with the following two exceptions. First, if a determination is made that the "No Class Actions" provision is unenforceable, and that determination is not reversed on appeal, then this Arbitration Provision shall be void in its entirety. Second, if a court determines that a public injunctive relief claim may proceed notwithstanding the "No Class Actions" provision, and that determination is not reversed on appeal, then the public injunctive relief claim will be decided by a court, and any individual claims will be arbitrated. The parties will ask the court to stay the public injunctive relief claim until the other claims have been finally concluded.
- (o) **HOW TO REJECT ARBITRATION.** You may reject this Arbitration Provision. If you do that, a court will resolve any dispute or claim. To reject this Arbitration Provision, send us a notice within 45 days after the date of this Contract. The notice must include your name, address, Loan Number, and personal signature, and must be mailed to Synchrony Bank, P.O. Box 965012, Orlando, FL 32896-5012, Attn: Arbitration Rejection. This is the only way you can reject this Arbitration Provision. Rejecting this Arbitration Provision will not affect any other provision of this Contract. It will also not affect any prior arbitration agreement between you and us, which will remain in full force and effect. If you don't reject this Arbitration Provision, it will be effective as of the date of this Contract and will supersede any prior arbitration agreement between you and us that would otherwise be applicable.

12. ASSIGNMENT. We may assign your Loan and sell, assign or transfer any or all of our rights or duties under this Contract to another financial institution or company without prior notice to you. That person will take our place under this Contract. You may not sell, assign or transfer any of your rights or duties under this Contract without our express written agreement.

13. GOVERNING LAW. Except as provided in the Arbitration Provision, this Contract and your Loan are governed by federal law applicable to a federal savings bank and, to the extent state law applies, the laws of the state of Utah without regard to its conflicts of law principles. This Contract has been accepted by us in Utah. The Loan is made in Utah.

14. FINAL CONTRACT; NO WAIVER BY US; OTHER TERMS: This Contract is the final expression of the credit contract between you and us and may not be contradicted by evidence of any prior or contemporaneous oral credit contract between you and us. Any modification to this Contract must be in a writing from us. We may decide not to impose part or all of any fee or other amount imposed pursuant to this Contract or not to exercise any of our other rights under this Contract without affecting any of our rights to act or to avoid acting in the future. Without limiting the foregoing, we may, at our option, release any person responsible under this Contract, without notifying any other obligor and without releasing you from your obligation to pay all amounts owing under this Contract in full or otherwise to perform the terms and conditions of this Contract. Subject to the Arbitration Provision, if any section of this Contract is determined to be void or unenforceable under applicable law, rule or regulation, all other sections of this Contract will still be valid and enforceable.

15. WAIVER PROVISION. Every person who signs, co-signs, guarantees or endorses this Contract, to the fullest extent allowed by applicable law, waives presentment, demand for payment, protest and notice of dishonor. This Waiver Provision does not apply if you are a Covered Borrower protected by the Military Lending Act.

16. TELEPHONE MONITORING AND RECORDING: To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by our employees or agents and/or recorded, and you agree to any such monitoring or recording.

17. SELLER COMPENSATION: We may compensate the Seller in connection with its activities in facilitating this Contract and the Loan.

18. NOTICE FOR ACTIVE DUTY MILITARY MEMBERS AND THEIR DEPENDENTS: The following provisions apply to you if, at the time you obtain the Loan, you are a "covered borrower" as defined in the Military Lending Act, which includes eligible active duty members of the Armed Forces and their dependents:

- a. The Arbitration Provision (Section 11) and Waiver Provision (Section 15) will not apply to your Loan.
- b. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an Annual Percentage Rate of 36 percent. This rate must include, as applicable to the credit transaction or loan contract: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

c. You can call 844-411-8877 to hear the information in item b above and a description of the payment obligation for your Loan Contract.

19. LIMIT ON INTEREST AND LOAN CHARGES: Notwithstanding any provision of this Contract to the contrary, if any law applicable to this Contract or the Loan is finally interpreted so that the interest or other charges or fees collected or to be collected in connection with the Loan or this Contract exceed the legally permitted limit, then: (a) any such interest, charge or fee shall be reduced by the amount necessary to reflect and be in compliance with the maximum permitted limit; and (b) any sums already collected, to the extent such sums would otherwise exceed a permitted limit, will be refunded to you. We may choose to make this refund by reducing the Loan and/or by making a direct payment to you.

20. NON-NEGOTIABLE INSTRUMENT: This Contract is not a negotiable instrument.

21. SPECIAL PROVISIONS FOR NEW JERSEY RESIDENTS: (1) The section headings of this Contract are a table of contents and not contract terms. (2) Certain sections of this Contract are subject to applicable law. As a result, they may be void, unenforceable or inapplicable in some jurisdictions. None of these sections, however, is void, unenforceable or inapplicable in New Jersey.

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO CONSUMER/CUSTOMER: 1. Do not sign this Contract before you read it or if it contains any blank spaces, even if otherwise advised. 2. You are entitled to an exact, completely filled in copy of this Contract. Keep it to protect your legal rights.

NOTICE TO CONSUMER: YOU ACCEPT THAT THIS CONTRACT CONTAINS AN ARBITRATION PROVISION WHICH MAY SUBSTANTIALLY LIMIT YOUR RIGHTS AND THAT CERTAIN DISPUTES MAY BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION RATHER THAN BY A JUDGE OR JURY.

By signing below, Borrower agrees to the terms of this Contract contained in all the pages of this Contract, including without limitation the Arbitration Provision in Section 11, and acknowledges receipt of a signed complete copy of this Contract.

CAUTION: IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

DocuSigned by:

Signed: rosetta jaisingh
5ADA198496B44FF...

8/10/2023

Date

CONSUMER CREDIT APPLICATION

APPLICANT INFORMATION

(all fields **required** unless otherwise noted)

| | | | |
|---|--------------------------|--|---|
| First Name: rosetta | Last: jaisingh | Date of Birth: <div style="background-color: black; width: 100px; height: 20px;"></div> | Social Security No.: ***_**_**** |
| Current Address (Number & Street): 87-55 123rd street | | Net Annual Income*: \$72,000.00 | Primary Phone Number (provide home or cell number): (347)4793119 |
| City: Jamaica | State: NY | Zip: 11418 | Email: jaisinghrose1973@gmail.com |

APPLICANT INITIALS

Applicant Initials NA Date 08/10/2023

FOR PROVIDER TO COMPLETE

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| Allegro Credit Provider Number: D1001 | Approval Number: <div style="background-color: black; width: 100px; height: 20px;"></div> | Cash Price (includes tax & fees): \$ 4,500.00 |
| Provider Name: New York Family Dentistry - Lincoln | Term Length: 36 | Down Payment Amount: \$ 0.00 |
| Date: 10-Aug-2023 17:51:12 | APR: 29.99% | Requested Amount Financed: \$ 4,500.00 |
| Product Option: Waterfall Program B Standard Installment NP9 [WF-2023-Den/70.i36/26.99+3] | | Merchant: New York Family Dentistry - Lincoln, 13114 Rockaway Blvd South Ozone Park, NY 11420 |

* Alimony, child support, or separate maintenance income need not be revealed unless you want them considered as a basis for repaying this obligation.

* By providing an Email address, I consent to receive Email communications about my Account and authorize you to provide my Email address to the manufacturer sponsor and to the seller where I applied to that I may receive such communications, offers and updates.

Application Disclosures

By submitting this application to Synchrony Bank, 170 Election Road, Suite 125, Draper, UT 84020 ("Bank"), I ("I", "me", "my") am applying for a loan to purchase a qualifying product from the participating seller to whom this Application has been submitted, for my personal, family or household purposes. By submitting this application to Synchrony Bank, I am also applying to lease such qualifying product for my personal, family, or household purposes. I agree that:

- I am providing the information in this application to the Bank and to the seller taking this application. The Bank may provide information about me (even if my application is declined) to the seller taking this application so that they can create and update their records and provide me with services and special offers.
- The Bank may obtain information from others about me (including verifying my credit, employment and income references and requesting reports from consumer reporting agencies and other sources) to evaluate my application and to review, maintain or collect my account.
- The Bank may give consumer reporting agencies (credit bureaus) and others information regarding its credit experience with me.
- I consent to Bank and any other owner or servicer of my account contacting me about my account (if credit extended), using any contact information or cell phone numbers I provide, including through text messages and the use of any automatic telephone dialing system and/or artificial or prerecorded voice calls for informational, servicing or collection related communications, even if I am charged for the call under my phone plan. I represent that any phone number provided belongs to me and that I am authorized to provide that number. I will notify Bank if I change my address or any phone number.
- Upon my request, the Bank will inform me of the name and address of each consumer reporting agency from which it obtained a consumer report about me.
- **If credit is extended, the loan or lease contract will include a resolving a dispute with arbitration provision that may limit my rights: (a) unless I reject that provision under the contract's instructions, or (b) I am covered by the Notice for Active Duty Military Members and their Dependents as set forth in the Loan agreement.**
- If I am married, I may apply for a separate account.
- I certify that all information provided in this application is true, complete and I am 18 years of age or older.

WISCONSIN: No provision of any marital property agreement, unilateral statement under Section 766.59 Wis. Stats., or court decree under Section 766.70 adversely affects the interest of the Lender unless the Lender, prior to the time the credit is granted or an open-end credit plan is entered into, is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision. **MARRIED WISCONSIN APPLICANTS:** If you are applying for INDIVIDUAL credit or JOINT credit with someone who is not your spouse, combine your and your spouse's information on this Application. We are required to ask you to furnish the name and address of your spouse if different than the Joint Applicant Information.

OHIO: The Ohio laws against discrimination require that all creditors make credit equally available to all credit worthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

Federal law requires the Bank to obtain, verify, and record information that identifies you when you open an account. The Bank will use your name, address, date of birth, and other information for this purpose.

DocuSigned by:

rosetta jaisingh

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rosetta jaisingh

SYNCHRONY BANK PRIVACY POLICY

Rev. 1/2021

| FACTS | WHAT DOES SYNCHRONY BANK DO WITH YOUR PERSONAL INFORMATION? | | |
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| Why? | Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do. | | |
| What? | The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none">▪ Social Security number and income▪ Account balances and payment history▪ Credit history and credit scores | | |
| How? | All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons Synchrony Bank chooses to share; and whether you can limit this sharing. | | |
| Reasons we can share your personal information | | Does Synchrony Bank share? | Can you limit this sharing? |
| For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus | | Yes | No |
| For our marketing purposes — to offer our products and services to you | | Yes | No |
| For joint marketing with other financial companies | | Yes | No |
| For our affiliates’ everyday business purposes — information about your transactions and experiences | | Yes | No |
| For our affiliates’ everyday business purposes — information about your creditworthiness | | Yes | Yes |
| For our affiliates to market to you | | Yes | Yes |
| For nonaffiliates to market to you | | Yes | Yes* |
| To limit our sharing | <ul style="list-style-type: none">▪ Call 1-800-644-8494 — Our representative will assist you with your choice(s) <p>Please note:</p> <p>If you are a <i>new</i> customer, we can begin sharing your information 30 days from the date we sent this notice, or earlier if you consent or for types of information for which you do not have the right to limit our sharing. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p> <p>However, you can contact us at any time to limit our sharing.</p> | | |
| Questions? | Call 1-800-644-8494 | | |

| What we do | |
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| How does Synchrony Bank protect my personal information? | To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. |
| How does Synchrony Bank collect my personal information? | <p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ open an account or give us your contact information ■ provide account information or pay your bills ■ give us your income information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p> |
| Why can't I limit all sharing? | <p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p> |
| What happens when I limit sharing for an account I hold jointly with someone else? | Your choices will apply to everyone on your account. |
| Definitions | |
| Affiliates | <p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Our affiliates include financial companies, such as Synchrony Financial and its subsidiaries.</i> |
| Nonaffiliates | <p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include the retailer named on your account and direct marketing companies.</i> |
| Joint marketing | <p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include insurance companies.</i> |
| Other important information | |
| <p>If your account has a California or Vermont billing address, you are automatically treated as if you have chosen to limit our sharing of information with affiliates and nonaffiliates. If your account has a California billing address, we will not share information for joint marketing purposes with other financial companies. If your account no longer has a California or Vermont address, these special rules will stop applying and you will need to notify us if you want to exercise your right to restrict our sharing of information with affiliates or nonaffiliates.</p> | |

*Please keep in mind that, as permitted by federal law, if you choose to limit our sharing of information with nonaffiliates, your choice will not prohibit us from sharing your information with dealers/merchants/retailers/contractors/providers (and their affiliates and program sponsors) in connection with maintaining and servicing the consumer credit or leasing program identified on your credit or lease agreement, including marketing of such program.

The above notice applies only to the consumer credit or leasing account with Synchrony Bank, as identified on your credit or lease agreement, and does not apply to any other accounts you have with us. It replaces our previous privacy notice disclosures to you. We can change our privacy policy at any time and will let you know if we do if/as required by applicable law.

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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